

**NORTH TEXAS  
GROUNDWATER  
CONSERVATION  
DISTRICT**

**BOARD MEETING**

**MUSTANG SUD ADMINISTRATIVE OFFICES  
7985 FM 2931  
AUBREY, TEXAS**

**TUESDAY  
NOVEMBER 13, 2018  
10:00 AM**

# NOTICE OF PUBLIC MEETING

OF THE  
BOARD OF DIRECTORS of the

**NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT**  
at the

**Mustang SUD Administrative Offices  
7985 FM 2931  
Aubrey, Texas  
Tuesday, November 13, 2018**

## Board Meeting

The regular Board Meeting will begin at 10:00 a.m.

Notice is hereby given that the Board of Directors of the North Texas Groundwater Conservation District ("District") may discuss, consider, and take all necessary action, including expenditure of funds, regarding each of the agenda items below:

### Agenda:

1. Pledge of Allegiance and Invocation.
2. Call to order, establish quorum; declare meeting open to the public.
3. Public comment.
4. Consider and act upon approval of the minutes from the October 9, 2018, Board meeting.
5. Consider and act upon approval of invoices and reimbursements.
6. Consider and act upon confirming execution of Engagement Letter for Audit Services for Fiscal year ending December 31, 2018.
7. Consider and act upon 2019 Administrative Services Contract with Greater Texoma Utility Authority.
8. Receive reports from the following Committees\*:
  - a. Budget and Finance Committee
    - 1) Receive Monthly Financial Information
  - b. Investment Committee
  - c. Groundwater Monitoring and Database Committee
  - d. Management Plan Committee
9. Consider and act upon legislative consulting efforts.

10. Consider and act upon permanent rules adoption.
11. Update and possible action regarding the process for the development of Desired Future Conditions (DFCs).
12. Consider and act upon compliance and enforcement activities for violations of District rules.
  - a. Lonestar Water Wells –Dudley Boyd
13. General Manager’s Report: The General Manager will update the board on operational, educational and other activities of the District.
14. Open forum / discussion of new business for future meeting agendas.
15. Adjourn public meeting.

\* Reports from District standing committees will include a briefing by each committee for the Board on the activities of the committee, if any, since the last regular Board meeting.

*The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time.*

*These public meetings are available to all persons regardless of disability. If you require special assistance to attend the meeting, please call (855) 426-4433 at least 24 hours in advance of the meeting to coordinate any special physical access arrangements.*

*For questions regarding this notice, please contact Velma Starks at (855) 426-4433, at [ntgcd@northtexasgcd.org](mailto:ntgcd@northtexasgcd.org), or at 5100 Airport Drive, Denison, TX 75020.*

At any time during the meeting or work session and in compliance with the Texas Open Meetings Act, Chapter 551, Government Code, Vernon’s Texas Codes, Annotated, the North Texas Groundwater Conservation District Board may meet in executive session on any of the above agenda items or other lawful items for consultation concerning attorney-client matters (§551.071); deliberation regarding real property (§551.072); deliberation regarding prospective gifts (§551.073); deliberation regarding personnel matters (§551.074); deliberation regarding security devices (§551.076); and deliberation regarding cybersecurity (§551.089). Any subject discussed in executive session may be subject to action during an open meeting.

ATTACHMENT 4

**MINUTES OF THE BOARD OF DIRECTORS' BOARD MEETING AND PUBLIC HEARING  
NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT**

**TUESDAY OCTOBER 9, 2018**

**MUSTANG SUD ADMINISTRATIVE OFFICES  
7985 FM 2931  
AUBREY, TEXAS**

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**Members Present:** Ronny Young, Ron Sellman, Evan Groeschel, Allen Knight, Chris Boyd, David Flusche, Joe Helmberger, and Thomas Smith

**Members Absent:** Maurice Schwanke

**Staff:** Drew Satterwhite, Paul Sigle, Wayne Parkman, Carolyn Bennett, and Velma Starks

**Visitors:** Kristen Fancher, Fancher Legal  
Pete Schulmeyer, Collier Consulting  
Carolyn Boyd, citizen of Rosston  
Norris Boyd, citizen of Rosston  
Lucie Sicking, citizen of Rosston  
Harold Naughan, citizen of Forestburg  
Bill Sanford, citizen of Gainesville  
Les Westbrook, Axis Drilling

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**Public Hearing**

**Agenda**

1. Call to Order; establish quorum; declare hearing open to the public; introduction of Board.  
  
Board President, Ronny Young, called the Public Hearing to order at 10:02 a.m.
2. Review of Permanent Rules for Water Wells applicable to the District.  
  
Thomas Smith arrived at 10:04 a.m.  
  
Kristen Fancher, Legal Counsel, presented a background and a summary of the Permanent Rules for Water Wells applicable to the District.
3. Public Comment on District's Permanent Rules for Water Wells (verbal comments limited to three (3) minutes each).  
  
Harold Naughan, of Forestburg expressed his concern if his well was needing to be metered.

The Board gave him clarification on the rules that his well was exempt and did not require metering.

Les Westbrook, Axis Drilling questioned what the District can do regarding a HOA that allows the water to run down the street? The Board informed him that the District has no control over this issue in most cases. The water supplier would have control by rates charged. The Board informed him that large subdivisions in the area use surface water which may be supplemented by groundwater. The District has no jurisdiction over surface water.

4. Consider and act upon adoption of the Permanent Rules for Water Wells applicable to the District.

Board President Ronny Young informed the Board that Section 36.101 of the Texas Water Code authorizes the District to adopt the rules today because the District provided the required 20-day notice and comment period to the public. He recommended that the Board extend the public comment period to Friday, November 2, 2018, to allow the public additional time to provide written comments on the proposed rules. Any written comments received will be considered prior to the final adoption of the rules, which will be on the November 13, 2018 agenda. Written comments will be accepted by email, mail, or hand-delivery at the District Office.

Board Member Thomas Smith made the motion to extend the public comment period to Friday, November 2, 2018 to allow the public additional time to provide written comments on the proposed rules. The final adoption of the rules will be on the November 13, 2018 Board meeting agenda. Board Member David Flusche seconded the motion. Motion passed unanimously.

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### Board Meeting

The regular Board Meeting will begin upon adjournment of the above-noticed Public Hearing to Adopt Permanent Rules for Water Wells in Colin, Cooke, and Denton Counties, Texas

1. Pledge of Allegiance and Invocation

President Ronny Young led the group in the Pledge of Allegiance and provided the invocation.

2. Call to order, establish quorum; declare meeting open to the public

President Young called the meeting to order 10:38 a.m., established a quorum was present, and declared the meeting open to the public.

3. Public Comment

There were no citizens present requesting to appear before the Board of Directors for public comment.

4. Consider and act upon approval of the minutes from the September 11, 2018 board meeting

Motion was made by Allen Knight to approve the minutes of the September 11, 2018 meeting. The motion was seconded by Thomas Smith, and passed unanimously.

5. Consider and act upon approval of invoices and reimbursements

After review and brief discussion Joe Helmberger made the motion to approve Resolution No. 2018-10-09-01. Ron Sellman seconded the motion. Motion passed unanimously.

6. Receive reports from the following Committees\*:

a. Budget and Finance Committee

1) Receive Monthly Financial Information

General Manager Drew Satterwhite reviewed the financial information with the Board.

b. Investment Committee

1) Receive Quarterly Investment Report

General Manager Drew Satterwhite reviewed the Quarterly Investment Report.

c. Groundwater Monitoring and Database Committee

General Manager Drew Satterwhite reported that they are working on the database.

d. Management Plan Committee

General Manager Drew Satterwhite reported that there were 2,267 wells registered and a total of 573 well inspections.

7. Consider and act upon Vehicle Purchase.

General Manager Drew Satterwhite reported that two quotes had been received. Sam Pack – Smart Buy for a 2019 F150 Extended Cab XL and Holiday Fleet for a 2018 F-150 Extended Cab XL.

Board Member Chris Boyd made a motion that the General Manager be authorized to make a decision on the purchase. Board Member Joe Helmberger seconded the motion. Motion passed unanimously.

8. Review and act upon approval of Investment Policy.

General Manager Drew Satterwhite provided the board with background information on the Investment Policy.

Board Member Thomas Smith made the motion to accept the Investment Policy. Board Member Joe Helmberger seconded the motion. Motion passed unanimously.

9. Update and possible action regarding the process for the Development of Desired Future Conditions (DFCs)

General Manager Drew Satterwhite reported GMA-8 posted the RFQ and four SOQs were received. The eleven GMA-8 members will schedule a meeting and select the administrative and

technical consultant.

10. Consider and act upon compliance and enforcement activities for violations of District's Rules.

Kristen Fancher reported that she believes that Hydrous Wake Parks indicates that they are attempting to comply with District rules.

11. General Manager's Report: The General Manager will update the Board on operational, educational and other activities of the District.

General Manager Drew Satterwhite reported that there were 18 new registrations for a total of 2,267 registered wells.

12. Open forum/discussion of new business for future meetings

The Board requested that an item be placed on the agenda to discuss the upcoming lobby effort. The Board would like to decide what the District's interests are prior to the legislative session.

15. Adjourn public meeting

President Young declared the meeting adjourned at 11:01 a.m. \_\_\_\_\_

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Recording Secretary

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Secretary-Treasurer



ATTACHMENT 5

RESOLUTION NO. 2018-11-13-01

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS GROUNDWATER  
CONSERVATION DISTRICT AUTHORIZING PAYMENT OF ACCRUED LIABILITIES FOR THE  
MONTH OF OCTOBER

The following liabilities are hereby presented for payment:

<u>Administrative Services</u>	<u>Amount</u>
GTUA-Oct.	25,911.67
<u>Advertising</u>	
Gainesville Daily Register - Sept notice of public hearing	167.95
<u>Consultant</u>	
WSP USA - Professional Services September 2018	1,120.00
<u>Direct Costs</u>	
NexTraq-October 2018 GPS Tracking	39.95
United States Postal Service - P.O. Box 508 annual renewal	88.00
<u>Dues &amp; Subscriptions</u>	
Texas Water Conservation Association - Annual membership dues	358.00
<u>Legal</u>	
Kristin Fancher PLLC - September 2018 General Services	5,344.00
<u>Legal-Injection Well Monitoring</u>	
Sledge Law - August 2018 Professional Services	2,347.90
Sledge Law - September 2018 Professional Services	2,882.25
<u>Meetings &amp; Conferences</u>	
Mustang SUD-BOD Room Rental October 2018	75.00
Hilco Civic & Convention Center - GMA8 meeting	450.00
<u>Software Maintenance</u>	
Aquaveo-September 2018	500.00
Aquaveo-October 2018	500.00
<b>GRAND TOTAL:</b>	<b>\$ 39,784.72</b>

On motion of \_\_\_\_\_ and seconded by

\_\_\_\_\_

the foregoing Resolution was passed and approved on this, the 13th day of November, 2018 by the following vote:

AYE:

NAY:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary/Treasurer

ATTACHMENT 6



## AGENDA COMMUNICATION

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**DATE:** November 6, 2018

**SUBJECT:** AGENDA ITEM NO. 6

**CONSIDER AND ACT UPON CONFIRMING EXECUTION OF ENGAGEMENT LETTER FOR AUDIT SERVICES FOR FISCAL YEAR ENDING DECEMBER 31, 2018**

**ISSUE**

Consider and act upon confirming execution of engagement letter for audit services for fiscal year ending December 31, 2018

**BACKGROUND**

For the last 5-years, the District had engaged the auditing firm Hankins, Eastup, Deaton, Tonn & Seay to perform auditing services for the District. Due to their 5-year proposal term being complete, the Board directed the staff to solicit for proposals for audit services at the May 2018 meeting. Four proposals were submitted. At the September 2018 meeting the Board selected McClanahan and Holmes, LLP.

**CONSIDERATIONS**

The proposed cost for the upcoming audit is \$5,400, which is the same as the previous year.

**STAFF RECOMMENDATIONS**

The staff recommends the Board authorize an engagement letter with McClanahan and Holmes, LLP for the 2018 audit.

**ATTACHMENTS**

Engagement Letter

**PREPARED AND SUBMITTED BY:**

Drew Satterwhite, P.E., General Manager

**SUBMITTED BY:**

Debi Atkins, Finance Officer

**McClanahan and Holmes, LLP**  
CERTIFIED PUBLIC ACCOUNTANTS

STEVEN W. MOHUNDRO, CPA  
GEORGE H. STRUVE, CPA  
ANDREW B. REICH, CPA  
RUSSELL P. WOOD, CPA  
DEBRA J. WILDER, CPA  
TEFFANY A. KAVANAUGH, CPA  
APRIL J. HATFIELD, CPA

228 SIXTH STREET S.E.  
PARIS, TEXAS 75460  
903-784-4316  
FAX 903-784-4310

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304 WEST CHESTNUT  
DENISON, TEXAS 75020  
903-465-6070  
FAX 903-465-6093

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1400 WEST RUSSELL  
BONHAM, TEXAS 75418  
903-583-5574  
FAX 903-583-9453

Bonham, Texas  
October 18, 2018

Members of Management and Board  
North Texas Groundwater Conservation District

We are pleased to confirm our understanding of the services we are to provide North Texas Groundwater Conservation District for the year ended December 31, 2018. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of North Texas Groundwater Conservation District as of and for the year ended December 31, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement North Texas Groundwater Conservation District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to North Texas Groundwater Conservation District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Comparative Balance Sheet – General Fund
2. Comparative Statement of Revenues, Expenditures, and Changes in Fund Balance – General Fund

### Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of North Texas Groundwater Conservation District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of North Texas Groundwater Conservation District's financial statements. Our report will be addressed to members of the board of North Texas Groundwater Conservation District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that North Texas Groundwater Conservation District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures – Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Other Services**

We will also assist in preparing the financial statements and related notes of North Texas Groundwater Conservation District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.



Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of McClanahan and Holmes, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of McClanahan and Holmes, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in approximately April 2019 and to issue our reports no later than June 1, 2019, unless extenuating circumstances occur. April J. Hatfield is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs except that we agree that our gross fee, including expenses will not exceed \$5,400. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoice for these fees will be rendered upon completion of the audit and is payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to North Texas Groundwater Conservation District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

*McClanahan and Holmes, LLP*  
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of North Texas Groundwater Conservation District.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT 7



## AGENDA COMMUNICATION

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**DATE:** November 6, 2018

**SUBJECT:** AGENDA ITEM NO. 7

**CONSIDER AND ACT UPON 2019 ADMINISTRATIVE SERVICES CONTRACT WITH GREATER TEXOMA UTILITY AUTHORITY**

**ISSUE**

Renewal of the contract with Greater Texoma Utility Authority ("GTUA") for 2019 Administrative Services.

**BACKGROUND**

In November 2010, the District and GTUA entered into an agreement for administrative services to be provided by GTUA for the District. The Board of Directors of GTUA has continued to indicate their satisfaction with the outcome of the agreement. This agreement is scheduled to be considered at GTUA's November 19, 2018 Board meeting.

**CONSIDERATIONS**

This relationship, along with the Board's prudent management of funds, has helped the District operate with some of the lowest production fees in the region.

This scope of services remains the same as the contract executed for 2018. The budgeted amounts identified in the contract are consistent with the 2019 budget adopted by the District.

**STAFF RECOMMENDATIONS**

The staff recommends that the contract between the District and GTUA be approved.

**ATTACHMENTS**

2019 Administrative Services Contract with GTUA  
2019 Budget

**PREPARED AND SUBMITTED BY:**

\_\_\_\_\_  
Drew Satterwhite, P.E., General Manager

**ADMINISTRATIVE SERVICES AGREEMENT  
BETWEEN THE GREATER TEXOMA UTILITY AUTHORITY AND  
THE NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT**

STATE OF TEXAS	§	STATE OF TEXAS
	§	
GREATER TEXOMA UTILITY AUTHORITY	§	NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT
	§	

This Agreement, made and entered into by and between the Greater Texoma Utility Authority, hereinafter referred to as (“Authority”) and the North Texas Groundwater Conservation District in Collin, Cooke, and Denton Counties, Texas, hereinafter referred to as (“District”).

**WITNESSETH:**

WHEREAS, the District is experiencing a need for administrative services in order to achieve the objectives provided in its enabling legislation and Chapter 36 of the Texas Water Code; and

WHEREAS, the Authority has staff experienced in water related activities and has provided administrative services to the District since November 2010; and

WHEREAS, the District has determined that it is in the best interest of the District to engage the Authority to assist in providing administrative assistance in establishing the District’s programs and activities; and

WHEREAS, the District has determined that the Scope of Services dated November 13, 2018 from the Authority, is in the best interest of the District and that the Authority is qualified and capable of providing such services;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and of the terms and conditions hereinafter set forth, the parties agree as follows:

1. The Scope of Services. The term "Scope of Services" as used herein refers to the Scope of Services made and submitted by the Authority to the District dated November 13, 2018, as amended, modified, or supplemented herein. (attached hereto as “Exhibit A”)

The Proposal is a general guideline for the commencement of administrative activities and related services. Said Proposal is superseded by specific terms of this Agreement, which may be amended in writing from time to time upon agreement of the Authority and the District.

2. Administrative Services. The Authority shall perform administrative services for the District at the direction of the District Board, and the District Board President to the extent that the Board President’s direction does not conflict with any District or Authority rule, policy, or order of the District or Authority Board. Such directions from the District Board and Board President

regarding the performance of administrative services shall supplement any specific services delineated in this Agreement or the attached Proposal. Administrative services shall include, but not be limited to recording and communication services, database collection and well registration services, as well as assistance in developing personnel policies, operating procedures, refining of temporary rules and developing a management plan. Administrative services shall also include performance of the duties of the "General Manager" as set forth in the District's Temporary District Rules, Bylaws, rules and orders, subject to the directions and orders of the District Board and Board President. The Authority shall not retain outside professional services to be reimbursed by the District without prior authorization from the District. The District Board shall retain ultimate authority in decision-making under the District's Rules.

3. Charges and Payment. Monthly payments shall be made by the District to the Authority for actual costs incurred including, but not limited to hourly wages and benefits of the Authority employees, extra travel costs to and from the District, and other direct costs, including fees for professional services. The Authority shall invoice the District for any such services performed hereunder during the preceding thirty (30) day period, said invoice to be presented by the 25<sup>th</sup> day of the following month. Said invoice shall be itemized in such a manner that the District may determine the reasonableness of the charges submitted. The District shall pay the full amount of invoices received from the Authority by the tenth day of the month following receipt of any such invoice unless notice of protest or disagreement is given to the Authority within seven (7) business days after receipt of said invoice. Failure of the Authority and the District to agree upon payment of such invoice within thirty (30) days of protest shall be grounds for termination under Paragraph 4 unless the parties can otherwise agree in writing to a schedule of payment.

4. Terms of Agreement. The Term of this Agreement shall be for a 12-month period commencing as of the effective date of this Agreement, which shall be the later date that the District or the Authority executes this Agreement. This Agreement may be renewed upon expiration of the 12-month term of this Agreement by written agreement between the parties. Either the District or the Authority may terminate this agreement for any reason at any time upon ninety (90) days written notice of termination to the other party. Should the Authority or the District elect to terminate this Agreement, the District shall remain responsible for its share of any costs for which it is obligated that remain existing and unpaid as of the effective date of termination.

5. Indemnity. Neither the District nor the Authority shall be liable to the other for loss, either direct or consequential. All such claims for any and all loss, however caused, are hereby waived. Said absence of liability shall exist whether or not the damage, destruction, injury, or loss of life is caused by the negligence of either party or of any of their respective agents, servants, or employees. It is contemplated that each party shall look to its respective insurance carriers for reimbursement of any such loss. Neither party shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless it is specifically covered therein as an additional insured. Nothing contained in this Agreement is intended by either party to create a partnership or joint venture, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint any party as an agent of any other party, for any purpose whatsoever. It is understood and agreed that by

execution of this Agreement, no governmental powers or immunities are waived or surrendered by either the District or the Authority.

6. Independent Contractor. The Authority is, and shall perform this agreement as, an independent contractor, and as such, shall have and maintain complete control over all of its employees, subcontractors, agents, and operations. Neither the Authority nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, subcontractor, employee, officer or servant of the District. No employee or agent of the District shall be, represent, act, or purport to act or be deemed to be the agent, representative, subcontractor, employee, officer, or servant of the Authority.

7. Surety Bond. Any officer, employee, or agent of the Authority who collects, pays, or handles any funds of the District shall furnish good and sufficient bond payable to the District in an amount determined by the District Board to safeguard the District. The bond shall be conditioned on the faithful performance of that person's duties and on accounting for all funds and property of the District. The bond shall be signed or endorsed by a surety company authorized to do business in Texas. The District Board hereby determines that the initial amount of each bond shall be set at \$50,000.00, and may alter the amount pursuant to a minute order or resolution adopted at a properly noticed meeting. The District Board shall provide the Authority with notice of any such alternative amount. The District shall reimburse the Authority for costs incurred in connection with providing administrative services to the District. Any such out-of-pocket costs exceeding \$2,500.00 per year shall require prior approval of the District Board. The Authority shall limit the collection, payment, or handling of District funds only to the officers, employees, and agents of the Authority who have been bonded in accordance with this paragraph.

8. No Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties hereto, and all duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of the parties hereto, and not for the benefit of any other party. There are no third party beneficiaries to this Agreement.

9. Assignment. This Agreement shall not be assignable except at the written consent of the Authority and the District hereto, and if so assigned, shall extend to and be binding upon the successors and assigns of the Authority and the District thereto.

10. Notices. All notices given under this agreement shall be deemed properly served if delivered in writing personally, or sent by certified mail to Eddy Daniel, President, North Texas Groundwater Conservation District, PO Box 508, Gainesville, TX 76241, and to the Authority addressed to the President, Greater Texoma Utility Authority, 5100 Airport Drive, Denison, TX 75020-8448. Date of service of notice served by mail shall be the date on which such notice is deposited in a post office of the United States Postal Service. Either party may change their respective addresses for notice by providing notice of such address change in the aforesaid manner with specific reference to this Agreement.

11. Authority Financial Obligations. Nothing in this agreement shall be construed to require

the Authority to expend funds from any source other than the revenues received hereunder. All costs required by valid rules, regulations, laws, or orders passed or promulgated by the United States of America, the State of Texas, and regulatory or judicial branches thereof having lawful jurisdiction shall be the responsibility of the District.

12. Entire Agreement. This agreement embodies the entire understanding between the Authority and the District hereto relative to the subject matter hereof and shall not be modified, changed or altered in any respect except in writing signed by the Authority and the District.

13. Governing Law and Severability. This agreement shall be governed by the laws of the State of Texas and the venue in Cooke County, Texas. The provisions of this agreement shall be deemed to be severable and the invalidity of or inability to enforce other provisions hereof. In the event of a conflict between the terms of this Agreement and any exhibit attached hereto, the terms and conditions of this Agreement shall take precedence.

14. Interpretation. Although drawn by the Authority, this contract shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their legally authorized representatives to be affixed hereto, having been duly approved by the respective governing bodies and effective on the last date of execution as set forth below.

GREATER TEXOMA UTILITY AUTHORITY  
5100 AIRPORT DRIVE  
DENISON TX 75020-8448

NORTH TEXAS GCD  
PO BOX 508  
GAINESVILLE TX 76241

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Secretary



## Exhibit "A"

### Scope of Services

- I. Recording and Communication Services
  - Act as point of contact for well owners by answering questions regarding rules
  - Provide all postings for meetings
  - Provide notice postings in timely manner
  - Mail notices and rules as needed
  - Prepare agenda after consultation with President
  - Prepare and e-mail draft minutes to Board of Directors
  - Complete minutes after review by Board of Directors
  - Maintain website as needed
  - Establish and maintain paper and electronic filing system
  - Provide written communications to well owners, TWDB and others as needed
  - Draft correspondence for signature by designated persons
  
- II. Database Collection for Registered and Non-Registered Wells in the District
  - Operate and maintain well registration website and map, which depicts wells in each NTGCD county
  - Work with well owners to register wells and collect well registration and water production fees
  - Employ field technician to locate and verify wells in each NTGCD county
  
- III. Development of Personnel and Other Policies
  - Prepare and present drafts of personnel policies for review by appropriate committee and Board of Directors
  - Prepare and present drafts of operating procedures for future staff to follow
  - Assist Board of Directors in training personnel for District at appropriate time
  
- IV. Assistance for Rule Development
  - Assist Board of Directors in development of permanent rules
  - Assist Board of Directors in the development and implementation of a Management Plan
  
- V. Accounting
  - Provide accounting services including keeping financial records, issuing invoices, paying invoices, etc.
  - Prepare and present monthly financial statements
  - Assist Board of Directors with development of budget
  - Prepare and provide documentation for audit
  
- VI. Groundwater Management Area 8
  - Coordinate Groundwater Management Area 8 (GMA 8) as directed by President and GMA 8 Representative

## Exhibit "A"

### Approach to Provision of Services

- Staff is able to work diplomatically with well owners and others
- Use 800 number on all letterhead and other communication for calls to make contact easier for well owners
- Well-acquainted with TWDB staff
- Utilize assistance from Texas Alliance of Groundwater District members
- Coordinate District activities with GMA 8 activities
- Develop records and procedures in a manner that will make for easy transition when desired

### Estimated Cost of Services

The Authority is a public agency. The Board's approach to provision of services has always been to seek reimbursement for the costs of providing the services requested. These costs include:

- The salary and employer personnel costs (social security, worker's compensation insurance, retirement, and accounting, etc.)
- Mileage for travel required at the rate set annually by IRS
- Any direct expenses required to provide the services requested (telephone charges, copies, postage, and similar expenses directly associated with the project)
- The contract for services will not exceed \$142,000 for administration, \$25,000 for accounting, and \$125,000 for the field technician without prior authorization from the Board of Directors
- Field personnel costs will be an expense of the District, which will include salary, benefits, transportation and other costs directly associated with verification of well and pumping information
- Billing Rates:
  - General Manager – \$104 per hour
  - Project Coordinator - \$53 per hour
  - Administrative Assistant - \$28 per hour
  - Finance Officer - \$68 per hour
  - Accounting Assistant - \$38 per hour
  - Accounting Assistant (2) - \$27 per hour
  - Office Clerk - \$26 per hour
  - Field Technician - \$47 per hour
  - Field Technician (2) - \$37 per hour
  - Technician Lead - \$46 per hour
  - Operation Supervisor - \$60 per hour

NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT  
BUDGET 2019

	Actual 2016	Actual 2017	Approved 2018	As of 6/30/2018	Projected 12/31/2018	Approved 2019
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
46003 GMA8	51,043	(900)	10,000	127,944.53	10,000.00	20,000
*46001 PRODUCTION FEES	675,676	624,058	698,000	1,300.00	511,778.12	686,000
46005 Drillers Fees	2,200	831	18,000	8,500.00	17,000.00	20,000
46006 WELL REG FEES	20,400	23,600	1,500	1,100.00	1,100.00	3,000
46016 Penalty & Fines	15,250	2,600		1,575.89	3,000.00	
46100 Interest	2,033	4,034		3,613.50	3,613.50	
46015 LATE FEES	5,852	5,141	727,500	144,033.92	547,791.62	729,000
<b>Total Income</b>	<b>772,455</b>	<b>659,364</b>	<b>2,500</b>	<b>1,404.59</b>	<b>2,809.18</b>	<b>3,000</b>
<b>Expense</b>						
77012 ADMIN MILEAGE	2,174	1,975	30,000	5,831.00	11,662.00	25,000
77013 ADMIN-SECRETARIAL	26,880	22,393	15,000	10,868.00	21,736.00	20,000
77014 ADMIN-PROJECT COORD	13,618	20,292	55,000	28,704.00	57,408.00	60,000
77015 ADMIN-GM	45,028	51,288	33,000	16,800.00	33,600.00	34,000
77016 ADMIN-CLERICAL	32,352	32,664	1,000			2,000
77030 ADS-LEGAL	1,303	2,003	25,000	11,311.50	22,623.00	25,000
77025 ACCOUNTING	26,247	20,190	5,500			5,500
77027 AUDITING	5,300	5,400		10.00	20.00	
77050 BANKING FEES	30		85,000	26,399.51	52,799.02	60,000
77150 CONSULTING-HYDROGEO	45,697	94,660	125,000	54,443.50	108,887.00	125,000
77550 CONTRACT FIELD TECH	108,794	108,931	70,000	19,758.00	39,516.00	70,000
77560 CONTRACT PERMITTING/GEOLOGIST		11,692	4,000	2,051.71	4,103.42	4,200
77325 DIRECT COSTS-REIMB	3,234	5,263	2,000	411.33	822.66	3,000
77450 DUES & SUBSCRIPTION	2,072	3,079	2,000	363.23	726.46	10,000
77480 EQUIPMENT	1,093	1,496	2,000	43,544.53	87,089.06	10,000
77485 EQUIPMENT-DATABASE		31,576	11,000	225.00	450.00	22,000
77500 FEES-GMA8	41,326	3,399	3,000	1,781.25	3,562.50	3,500
77650 FUEL/MAINTENANCE	3,511	2,792	700	219.20	438.40	700
77800 Inject Well Monitoring	626	684	4,000	1,233.00	2,466.00	4,622
77810 INSURANCE & BONDING	3,812	4,968	50,000	20,686.00	41,372.00	50,000
77970 LEGAL	51,971	36,748	10,000	5,370.70	10,741.40	15,000
77980 LEGAL-LEGISLATION		15,000	4,500	2,538.09	5,076.18	6,500
77975 LEGAL-INJECTION	8,265	17,526	2,400	1,200.00	2,400.00	2,400
78010 MEETINGS & CONFERENCES	3,457	3,598	10,000	4,862.79	9,725.58	5,000
78310 RENT	2,400	2,400	2,000	1,164.32	2,328.65	2,400
78600 SOFTWARE MAINT	7,894	8,268	2,000			2,400
78610 TELEPHONE	1,913	2,073	552,600	261,181.25	522,362.51	588,322
78780 WELL MONITORING/TESTING			174,900			140,678
<b>Total Expense</b>	<b>738,986</b>	<b>510,358</b>	<b>552,600</b>	<b>261,181.25</b>	<b>522,362.51</b>	<b>588,322</b>
<b>Net to Fund Balance</b>	<b>33,469</b>	<b>149,006</b>	<b>174,900</b>			<b>140,678</b>

\* Designating \$8,000 for Truck Purchase (1/3)

ATTACHMENT 8 a. 1)

**Balance Sheet**

For General Fund (00)

October 31, 2018

**Assets**

00-01-10001	Checking Account	49,110.55
00-01-10005	Index Account	6,587.44
00-01-10008	Cash- TexStar	400,873.07
00-01-10010	Investments	1,000,000.00
00-01-10025	Accounts Receivable	310,756.05
00-01-10036	A/R Clearwater UWCD	173.02
00-01-10038	A/R Northern Trinity GCD	173.02
00-01-10041	A/R Saratoga UWCD	173.02
00-01-10048	A/R Strittmatter Irrigation	14,000.00
00-01-10050	A/R 440 Ranch	1,500.00
00-01-10052	A/R Alpha Omega	100.00
00-01-12001	PP Expense	2,715.32
	<b>Total</b>	<b>1,786,161.49</b>
	<b>Total Assets</b>	<b>\$ 1,786,161.49</b>

**Liabilities and Fund Balance**

00-01-23100	Accounts Payable	38,393.67
00-01-23150	Well Drillers Deposits	41,450.00
	<b>Total</b>	<b>79,843.67</b>
	<b>Total Liabilities</b>	<b>79,843.67</b>
00-01-35100	Fund Balance	1,292,708.63
00-01-35110	Current Year Excess of Revenue over Expenses	163,166.99
	<b>Total</b>	<b>1,455,875.62</b>
	Excess of Revenue Over Expenditures	250,442.20
	<b>Total Fund Balances</b>	<b>1,706,317.82</b>
	<b>Total Liabilities and Fund Balances</b>	<b>\$ 1,786,161.49</b>

**North Texas Groundwater Conservation District**

**Statement of Revenue and Expenditures**

11/7/2018 11:48am

Page 1

*Revised Budget*

*For General Fund (00)*

*For the Fiscal Period 2018-10 Ending October 31, 2018*

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Revenues</b>					
00-01-46001 Well Production Fees	\$ 0.00	\$ 0.00	\$ 698,000.00	\$ 638,148.36	8.57%
00-01-46003 Well Registration Fees	1,500.00	4,200.00	18,000.00	18,500.00	(2.78%)
00-01-46005 Well Drillers Fees	0.00	0.00	0.00	1,300.00	0.00%
00-01-46010 GMA8 Fees	0.00	0.00	10,000.00	1,730.20	82.70%
00-01-46015 Late Fees	0.00	0.00	0.00	9,249.73	0.00%
00-01-46016 Penalty and Fines	0.00	0.00	0.00	1,600.00	0.00%
00-01-46100 Interest Inc	0.00	813.96	1,500.00	5,978.29	(298.55%)
<b>Total General Fund Revenues</b>	<b>\$ 1,500.00</b>	<b>\$ 5,013.96</b>	<b>\$ 727,500.00</b>	<b>\$ 676,506.58</b>	<b>7.01%</b>
<b>Expenditures</b>					
00-01-77012 Admin-Mileage	\$ 208.33	\$ 320.04	\$ 2,500.00	\$ 1,999.09	20.04%
00-01-77013 Admin-Secretarial	2,500.00	1,722.00	30,000.00	12,300.24	59.00%
00-01-77014 Admin-Project Coordinator	1,250.00	960.00	15,000.00	13,749.89	8.33%
00-01-77015 Admin-GM	4,583.33	4,646.00	55,000.00	46,828.00	14.86%
00-01-77016 Admin-Clerical	2,750.00	2,322.00	33,000.00	27,720.00	16.00%
00-01-77025 Accounting	2,083.33	2,872.50	25,000.00	20,940.00	16.24%
00-01-77027 Auditing	0.00	0.00	5,500.00	5,400.00	1.82%
00-01-77030 Advertising	83.33	0.00	1,000.00	1,451.55	(45.16%)
00-01-77050 Banking Fees	0.00	0.00	0.00	60.00	0.00%
00-01-77150 Consulting- Hydrogeo	7,083.33	0.00	85,000.00	33,851.27	60.17%
00-01-77325 Direct Cost	333.33	388.05	4,000.00	3,547.23	11.32%
00-01-77450 Dues & Subscription	166.67	1,563.00	2,000.00	1,990.08	0.50%
00-01-77480 Equipment	0.00	0.00	2,000.00	835.19	58.24%
00-01-77500 Fees-GMA8	916.67	119.00	11,000.00	2,026.27	81.58%
00-01-77550 Field Tech	10,416.67	7,654.50	125,000.00	89,467.50	28.43%
00-01-77580 Field Permitting/Geologist	5,833.33	4,014.50	70,000.00	35,575.50	49.18%
00-01-77650 Fuel/Maintenance	250.00	302.41	3,000.00	2,836.79	5.44%
00-01-77800 Injection Well Monitoring	58.33	0.00	700.00	438.40	37.37%
00-01-77810 Insurance	0.00	339.42	4,000.00	3,930.88	1.73%
00-01-77970 Legal	4,166.67	3,286.00	50,000.00	40,938.43	18.12%
00-01-77975 Legal-Injection	833.33	0.00	10,000.00	16,840.20	(68.40%)
00-01-78010 Meetings & Conferences	375.00	224.07	4,500.00	4,124.20	8.35%
00-01-78310 Rent	200.00	200.00	2,400.00	2,000.00	16.67%
00-01-78600 Software Maint	833.33	500.00	10,000.00	55,086.41	(450.86%)
00-01-78610 Telephone	166.67	281.55	2,000.00	2,127.46	(6.37%)
<b>Total General Fund Expenditures</b>	<b>\$ 45,091.65</b>	<b>\$ 31,716.04</b>	<b>\$ 552,600.00</b>	<b>\$ 426,064.38</b>	<b>22.90%</b>
<b>General Fund Excess of Revenues Over Expenditures</b>	<b>\$ (43,591.65)</b>	<b>\$ (26,701.08)</b>	<b>\$ 174,900.00</b>	<b>\$ 250,442.20</b>	

**North Texas Groundwater Conservation District  
Statement of Revenue and Expenditures  
YTD Comparative Statement  
For the Fiscal Period Ending October 2018**

Account Number	Previous YTD Actual	YTD Actual
<b>Revenue</b>		
00-01-46001 Well Production Fees	467,399.58	638,148.36
00-01-46003 Well Registration Fees	13,100.00	18,500.00
00-01-46005 Well Drillers Fees	0.00	1,300.00
00-01-46010 GMA8 Fees	0.00	1,730.20
00-01-46015 Late Fees	780.49	9,249.73
00-01-46016 Penalty and Fines	1,100.00	1,600.00
00-01-46100 Interest Inc	1,799.90	5,978.29
<b>Total General Fund Revenues</b>	<u>\$ 484,179.97</u>	<u>\$ 676,506.58</u>
<b>Expenditures</b>		
00-01-77012 Admin-Mileage	1,717.14	1,999.09
00-01-77013 Admin-Secretarial	18,935.00	12,300.24
00-01-77014 Admin-Project Coordinator	18,540.00	13,749.89
00-01-77015 Admin-GM	44,108.00	46,828.00
00-01-77016 Admin-Clerical	28,066.32	27,720.00
00-01-77025 Accounting	15,575.65	20,940.00
00-01-77027 Auditing	5,400.00	5,400.00
00-01-77030 Advertising	1,238.43	1,451.55
00-01-77050 Banking Fees	0.00	60.00
00-01-77150 Consulting- Hydrogeo	79,788.76	33,851.27
00-01-77325 Direct Cost	4,727.64	3,547.23
00-01-77450 Dues & Subscription	3,078.83	1,990.08
00-01-77480 Equipment	1,495.71	835.19
00-01-77500 Fees-GMA8	3,225.52	2,026.27
00-01-77550 Field Tech	98,857.50	89,467.50
00-01-77580 Field Permitting/Geologist	740.00	35,575.50
00-01-77650 Fuel/Maintenance	2,378.30	2,836.79
00-01-77800 Injection Well Monitoring	584.40	438.40
00-01-77810 Insurance	4,005.04	3,930.68
00-01-77970 Legal	33,836.80	40,938.43
00-01-77975 Legal-Injection	15,201.30	16,840.20
00-01-77980 Legal-Legislation	14,095.00	0.00
00-01-78010 Meetings & Conferences	3,193.48	4,124.20
00-01-78310 Rent	2,000.00	2,000.00
00-01-78600 Software Maint	38,844.57	55,086.41
00-01-78610 Telephone	1,730.33	2,127.46
<b>Total General Fund Expenditures</b>	<u>\$ 441,363.72</u>	<u>\$ 426,084.38</u>
<b>General Fund Excess of Revenues over Expenditures</b>	<b>\$ 42,816.25</b>	<b>\$ 250,442.20</b>

ATTACHMENT 13



North Texas Groundwater Conservation District

Well Registration Summary

As of October-31-2018

Well Type	Total Registered Collin County	Total Registered Cooke County	Total Registered Denton County	Total NTGCD	New Registrations since Sep-30-2018
Agriculture	6	11	39	56	6
Commercial / Small Business	7	8	30	45	1
Domestic Use (household / lawn watering at residence)	73	374	655	1104	23
Filling a pond or other surface impoundment**	45	15	81	142	6
Golf course irrigation	15	2	21	38	0
Industrial / Manufacturing	7	11	8	27	0
Irrigation	84	4	193	281	4
Leachate	0	0	0	0	0
Livestock Watering	7	62	41	110	3
Monitoring	0	0	0	0	0
Municipal / Public Water System	34	71	222	328	1
Other	10	6	31	47	0
Piezometer	0	0	0	0	0
Poultry	0	0	0	0	0
Solely to supply water for rig actively***	1	1	7	9	0
Supplying water for oil or gas production*	0	5	55	60	0
Not Specified	16	9	42	67	3
SUM	305	579	1425	2314	47

ADJOURN